



TERMS & CONDITIONS

*Digital Twin Design, Build &
Optimisation*

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1. Scope and Application

1.1 Framework Terms

These Terms and Conditions ("Cranmore Terms") supplement and are subject to the Crown Commercial Service (CCS) General Terms for G-Cloud Framework Agreement RM1557.15 ("Framework Terms"). In the event of any conflict between these Cranmore Terms and the Framework Terms, the Framework Terms shall prevail.

1.2 Contract Documents

Each Call-Off Contract comprises the following documents in order of precedence:

1. CCS General Terms (Framework Terms RM1557.15)
2. Call-Off Order Form
3. Applicable Call-Off Schedules
4. Cranmore Service Definition Document (Digital Twin Design, Build & Optimisation)
5. These Cranmore Terms and Conditions
6. Cranmore's Tender Response (if applicable)

2. Service Delivery

2.1 Professional Services

Cranmore shall provide Digital Twin Design, Build & Optimisation, and ongoing support as specified in the Order Form or Statement of Work. All services shall be performed with reasonable skill and care in accordance with Good Industry Practice and applicable professional standards for AI implementation.

2.2 Performance Standards

Cranmore warrants that services will:

- Be performed in accordance with agreed Service Levels and specifications
- Comply with responsible digital twin development principles including fairness, transparency, and accountability
- Utilise personnel with appropriate AI/ML and digital twin development qualifications, experience, and security clearances
- Follow ethical AI frameworks and bias mitigation strategies

These warranties are subject to Buyer compliance with obligations in Section 5 (Buyer Obligations).

2.3 Warranty Exclusions

Cranmore's warranties do not extend to performance issues arising from:

- Poor quality, incomplete, biased, or unrepresentative training data provided by Buyer
- Buyer's failure to maintain infrastructure meeting AI system requirements
- Unauthorised modifications to AI/ML models, algorithms, or configurations
- Inaccurate, incomplete, or misleading business process documentation
- Changes to underlying business processes without corresponding AI/ML system updates
- Third-party AI service failures (cloud platforms, ML services, API providers)
- Buyer's failure to implement recommended governance, oversight, or monitoring

3. Intellectual Property Rights

3.1 Buyer Ownership

Buyer owns all intellectual property rights in:

- Custom digital twin models developed specifically for Buyer's use cases
- Training data and datasets provided by Buyer or derived from Buyer operations
- Digital twin strategy documents and business case materials provided by Cranmore
- Custom workflows, configurations, and integration code specific to Buyer
- Documentation, training materials, and operational procedures specific to Buyer implementation

3.2 Cranmore Ownership

Cranmore retains all intellectual property rights in:

- Pre-existing methodologies, frameworks, and tools used in service delivery
- Generic digital twin implementation approaches and best practices
- Reusable code libraries, templates, and components
- AI/ML model design and digital twin implementation methodologies
- Knowledge and experience gained during engagement (excluding Buyer confidential information)

3.3 Third Party Components

AI solutions may incorporate third-party components including ML frameworks, cloud AI services (Azure AI, AWS ML), and open-source libraries (non exhaustive). Buyer is responsible for ensuring appropriate licensing for third-party components in production use. Cranmore ensures all components included are properly licensed and suitable for public sector deployment.

4. Data Protection and AI Ethics

4.1 Data Protection Roles

The parties' respective roles as Data Controller and Data Processor shall be agreed in writing before commencement and documented in accordance with Call-Off Schedules 9a through 9e. For AI implementations, particular attention paid to training data processing, model outputs, and automated decision-making under UK GDPR Article 22.

4.2 AI Ethics and Responsible AI/ML

Cranmore commits to responsible AI principles:

- **Fairness** – AI/ML systems designed to minimize bias and discrimination, with testing across protected characteristics
- **Transparency** – Clear documentation of AI/ML system capabilities, limitations, and decision-making processes
- **Explainability** – AI/ML decisions capable of explanation in terms understandable to affected individuals and oversight authorities
- **Accountability** – Clear accountability for AI/ML system outcomes with human oversight of high-stakes decisions
- **Security and Privacy** – Robust security protecting AI/ML systems, training data, and model outputs from unauthorised access and manipulation

4.3 Automated Decision-Making

Where AI/ML systems make or significantly influence decisions affecting individuals, Buyer retains ultimate responsibility for ensuring compliance with UK GDPR Article 22 including human oversight, transparency requirements, and rights to explanation. Cranmore will provide technical capabilities enabling Buyer to meet these obligations but Buyer remains accountable for decision outcomes.

5. Buyer Obligations

5.1 Information and Data Provision

Buyer shall:

- Provide accurate, complete business process documentation and requirements
- Provide high-quality training data meeting agreed specifications for volume, quality, and representativeness
- Ensure training data does not contain prohibited biases or discriminatory patterns
- Grant necessary access to systems, data sources, and subject matter experts
- Identify and prioritise AI/ML and digital twin use cases based on business value and feasibility
- Provide timely decisions at project gateway points
- Allocate resources for user acceptance testing and validation

5.2 Ongoing AI/ML System Oversight

Buyer acknowledges that Digital Twin Design, Build & Optimisation services require ongoing monitoring and governance. Buyer shall establish appropriate oversight mechanisms including regular review of AI decisions, monitoring for bias or drift, periodic model retraining, and processes for human intervention where AI system confidence is low or decisions are contested.

5.3 Discovery Phase Participation

Cranmore strongly recommends AI/ML development projects commence with Discovery Phase ensuring comprehensive understanding of digital twin opportunities, organisational readiness, and implementation approach. Where Discovery is not conducted, Buyers accept increased risk of misaligned initiatives, suboptimal use case selection, and implementation challenges. Discovery costs specified separately provide foundation for accurate implementation quotation.

6. Change Control

6.1 Scope Changes

Change requests must be submitted using Joint Schedule 2: Variation Form v1.0. Changes to initially agreed AI implementation scope may incur additional time and costs. Cranmore does not commit to performing work beyond initially agreed scope without written agreement.

6.2 AI/ML Model Updates

Material changes to business processes, data sources, or operational requirements may necessitate AI/ML model retraining, algorithm updates, or solution redesign. Such changes managed through formal change control process with impact assessment and cost implications documented.

7. Pricing and Payment

7.1 Fees

Buyer shall pay fees as specified in Order Form including:

- Discovery Phase fees (if required)
- Implementation project fees (fixed price or time and materials)
- Ongoing support and continuous improvement fees
- Additional services or enhancements

7.2 Payment Terms

- **Discovery** – Invoiced upon completion of Discovery deliverables
- **Implementation** – Invoiced monthly in arrears based on work completed
- **Payment Period** – 30 days from receipt of valid, undisputed invoice

7.3 Late Payment

Late payments accrue interest at statutory rate (8% per annum plus Bank of England base rate). Cranmore reserves right to suspend service delivery for non-payment exceeding 30 days following written notice.

8. Liability and Indemnity

8.1 Liability Cap

Subject to Section 8.2, Cranmore's total aggregate liability under each Contract shall be limited to the lesser of:

- Five million pounds (£5,000,000); or
- 125% of total fees paid or payable in the 12-month period immediately preceding the event

8.2 Unlimited Liability

Nothing limits or excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Breach of Data Protection Legislation
- Any other liability that cannot be limited by law

8.3 AI System Outcomes

Buyer acknowledges that AI/ML and digital twin system performance depends on multiple factors including training data quality, changing operational patterns, and appropriate use within designed parameters. Cranmore's liability for AI/ML system outcomes limited to demonstrating systems were designed and implemented in accordance with agreed specifications and professional standards. Buyer retains ultimate accountability for decisions made using AI/ML systems.

9. Termination

9.1 Termination for Convenience

Buyer may terminate by giving Cranmore not less than 90 days' written notice. Upon termination for convenience, Buyer shall pay all fees for services delivered plus reasonable committed and unavoidable costs. Buyer receives all deliverables completed to termination date including AI/ML digital twin models, documentation, and intellectual property per Section 3.1.

9.2 Knowledge Transfer

Upon termination, Cranmore shall provide reasonable knowledge transfer ensuring Buyer can maintain and operate digital twin systems. Knowledge transfer includes documentation of ML models, configuration parameters, retraining procedures, and operational support requirements.

10. General Provisions

10.1 Confidentiality

Each party shall keep confidential all Confidential Information. Confidentiality obligations regarding trade secrets continue in perpetuity; other information for five (5) years following termination. AI models, algorithms, and training data classified as Confidential Information subject to these protections.

10.2 Dispute Resolution

Disputes shall be resolved through escalation, mediation, and if necessary, the courts of Northern Ireland in accordance with Call-Off Schedule 21 (Northern Ireland Law).

10.3 Jurisdiction

These Terms are governed by the law of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction.
